

OWNER-CONTRACTOR AGREEMENT**Commonwealth of Massachusetts
Department of Housing and Community Development**

This agreement made this _____ day of _____, 200 , by and between the _____ Housing Authority, hereinafter called the "Owner", and _____, hereinafter called the "Contractor".

Witnesseth, that the Owner and the Contractor, for the consideration hereunder named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for _____ the _____ Housing Authority prepared by _____ acting as, and referred to in the Contract Documents as the "Architect".

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within _____ calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of _____.

Article 4. The Contract Documents: The following, together with this RFP, form the Contract and all are as fully a part of the contract as if attached to this RFP or repeated herein: The Advertisement for Proposal Submission, the Bidding Documents including, specifications and preliminary drawings prepared by the Owner; the Offeror's RFP response; including the selected Offeror's detailed set of plans and specifications submitted in accordance with this RFP, the Owner/Contractor Agreement, Contract Forms, Terms and Conditions, the DHCD publication known as the Construction Handbook, and all addenda and modifications issued before and after the execution of the Contract.

Article 5. REAP Certification: Pursuant to M.G.L. c.62(c), sec.49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 6. Validation: This Contract will not be valid until signed by the Director of the Massachusetts Department of Housing and Community Development.

Article 7. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

¹ CONTRACTOR

Name of Contractor

Address

By: _____
Signature and Seal

Witness: _____

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

² AWARDING AUTHORITY

Name of Housing Authority

Signature and Seal

Title

Attest: _____

² If signed by someone other than a Housing Authority Board member attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

In accordance with M.G.L. 121B, and Revisions thereto.

Director

Date